APPENDIX 1.

[SEE ART. 42 (*d*) AND (*e*).]

Form of Bond of Indemnity for drawing pay, pensions, annuities, etc.

THIS INDENTURE made the day of one thousand nine hundred and Between

(1)

(2)

(3)

carrying on business in partnership under the style or firm of or....., incorporated under the.....Companies Act and having their registered office at.....(hereinafter referred to as the firm/company which expression shall where the context admits be deemed to include their executors and administrators or representatives and their successors in business under the same or any other style or name) of the one part and THE SECRETARY OF STATE FOR INDIA IN COUNCIL (hereinafter referred to as the Secretaly of State) of the other part

WHEREAS the firm/company have been in the habit of receiving on account of their customers pay pensions annuities allowances or other payments from funds administered by or on behalf of the Secretary of State from the various officials whose duty it is to disburse such payments the Accountant General of..... upon the production at the time of such payment of a certificate to the effect that the person on whose behalf such payment was claimed was then alive and, in the case of a pensioner, also of a certificate of non-employment as prescribed in the Civil Service Regulations

AND WHEREAS in order to save time and expense in obtaining payment of such sums the Secretary of State has agreed to allow such payments to be from time to time made as they fall due without requiring the production of the said certificates save a certificate of non-employment as prescribed in the Civil Service Regulations signed by a representative of the firm/company upon being indemnified by the firm/company against any loss by reason of such payments as aforesaid on account of any officer who may at the date of such payment be deceased and upon the firm/company entering into such an agreement as is hereinafter contained which the firm/company has agreed to do

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the premises the firm/company for themselves and their successors hereby covenant with the Secretary of State and his successors that

so long as the Secretary of State shall allow such payments as aforesaid to be made without requiring the producton of the certificates hereinbefore referred to subject nevertheless as hereinafter provided the firm/company will within seven days from the time when they shall have received notice of the death of any customer for the receipt of or on whose behalf the firm/company may have received any such payments as aforesaid communicate the date of such death to the official for the time being responsible for the payments to such deceased officer and further that the firm/company will immediately after the expiration of the said period of seven days repay and refund to the Secretary of State so much of any money which may have been received from such disbursing official as aforesaid on behalf of such deceased customer as aforesaid as shall be in excess of the amount of the pay pension annuity allowance or other payment as the case may be to which such deceased customer was entitled up to the date of his decease

AND ALSO that if and whenever any change in the constitution of the firm shall happen whether by the death or retirement of any member thereof or the introduction or accession of a new member or members thereof or otherwise howsoever the firm will on every such occasion within 7 days after the change shall have occurred give notice in writing to the Secretary of State of the same having happened with full particulars thereof including the full name or names of any new member or members so introduced as aforesaid and in every case where any such introduction has taken place will as soon as may be thereafter on being so required by the Secretary of State procure the new member or members introduced to enter into a fresh Bond in the same form as these presents either alone or jointly with all the original or remaining members of the firm

PROVIDED ALWAYS AND IT IS HEREBY AGREED and declared that the arrangement hereby made shall not be determined except by express notice in that behalf given as next hereinafter provided PROVIDED ALWAYS AND IT IS HEREBY FURTHER AGREED and declared that either the firm/company or the Secretary of State shall be entitled to determine the arrangement hereby made on giving to the other 14 days notice in writing in that behalf and on the expiration of such 14 days this arrangement shall determine and the liability of the firm/company under the covenants herein contained shall cease in respect of any such payments as aforesaid made after that date but nothing herein contained shall be deemed to exonerate or release the firm/company from their liability under the covenant herein contained in respect of any such payments as aforesaid made prior to that date PROVIDED ALWAYS and it is hereby further agreed and declared that in the case of pensions the firm/company will as required by the Civil Service Regulations once in every year furnish to the Secretary of State or the official or officials responsible for the payment of such pensions a certificate by one of the persons prescribed by the said Regulations of the life of each pensioner whose pension is paid to the firm and a certificate of non-employment signed by the pensioner himself AND FURTHER that nothing herein contained shall be deemed to preclude the Secretary of State or any of the said officials whose duty it is to make such payments as aforesaid from the Accountant General..... requiring the production of certificates in proof of the life of any particular

person or persons entitled to receive such payments as aforesaid if the Secretary of State or $\frac{\text{such official}}{\text{the Accountant General}}$ shall deem it necessary nor shall the $\frac{\text{firm's}}{\text{company's}}$ arrangement made by these presents be deemed to be thereby terminated. In witness whereof the said parties have hereunto set their respective hands and seals the day and year first above written.

N.B.—An incorporated firm executing the bond may delete the words in italics.